#### VIRGINIA:

#### BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: COLUMBIA NATURAL RESOURCES, INC.

RELIEF SOUGHT:

(1) ESTABLISHMENT OF THE DRILLING
UNIT DEPICTED IN EXHIBIT "A" HERETO )
AND SERVED BY WELL NO. CNR 24068 )
(herein "Subject Drilling Unit") )
PURSUANT TO VA. CODE § 45.1-361.20; )
(2) POOLING OF INTERESTS IN )
SUBJECT DRILLING UNIT PURSUANT TO )
VA. CODE § 45.1-361.21, FOR THE )
PRODUCTION OF GAS OTHER THAN )
COALBED METHANE GAS FROM SUBJECT )
FORMATIONS (herein referred )
to as "Conventional Gas" or "Gas"); )
and (3) DESIGNATE THE APPLICANT )
AS THE UNIT OPERATOR FOR THE )
SUBJECT DRILLING UNIT

LEGAL DESCRIPTION:

DRILLING UNIT SERVED BY WELL NUMBERED
CNR 24068 TO BE DRILLED IN THE LOCATION
DEPICTED ON EXHIBIT A HERETO,
BIG SANDY COAL CORPORATION 152.69 ACRE
COAL, OIL AND GAS TRACT
HARMAN QUADRANGLE,
ROCK LICK MAGISTERIAL DISTRICT,
BUCHANAN COUNTY, VIRGINIA
(the "Subject Lands" are more particularly
described on Exhibit "A" attached hereto
and made a part hereof)

VIRGINIA GAS AND OIL BOARD

DOCKET NO. 00-1121-0845

REPORT OF THE BOARD

#### FINDINGS AND ORDER

- 1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on January 16, 2001, Southwest Virginia Higher Education Center on the campus of Virginia Highlands Community College, Room 240, Abingdon, Virginia.
- 2. Appearances: James E. Kaiser, Esquire of the firm Wilhoit & Kaiser appeared for the Applicant. Sandra B. Riggs, Assistant Attorney General was present to advise the Board.
- 3. <u>Jurisdiction and Notice</u>: Pursuant to Va. Code § 45.1-361.1 et seq., the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner having an interest in Subject Drilling Unit

underlying and comprised of Subject Lands; (2) has represented to the Board that it has given notice to those parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code § 45.1-361.19 to notice of this application; and (3) that the persons set forth in Exhibit B hereto have been identified by Applicant as owners of Conventional Gas interests underlying Subject Drilling Unit, including those who have not heretofore leased, sold or voluntarily agreed with the Applicant to pool their Gas interests in Subject Drilling Unit. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of state due process.

- 4. Amendments: Exhibit A (Plat) and Exhibit B.
- 5. Dismissals: None.
- § 45.1-361.20, the Board establish Subject Drilling Unit to be served by Well No. CNR 24068; and (2) that pursuant to Va. Code § 45.1-361.21, the Board pool the rights, interests and estates in and to the Conventional Gas of the known and unknown persons listed in Exhibit B hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Conventional Gas from the Subject Drilling Unit established for Subject Formations underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "Well Development and/or Operation in the Subject Drilling Unit"); and, (3) that the Board designate Columbia Natural Resources, Inc. as Unit Operator.
- 7. Relief Granted: The requested relief in this cause be and hereby is granted.
  - The Board hereby: (1) establishes Subject Drilling Unit pursuant to Va. Code § 45.1-361.20; (2) pursuant to Va. Code § 45.1-361.21.C.3, Columbia Natural Resources, Inc. (hereafter "Unit Operator") is designated as the Operator authorized to drill and operate Well No. CNR 24068 in the Subject Drilling Unit to produce Conventional Gas from Subject Formations, subject to the permit provisions contained in § 45.1-361.27 et seq., Code of Virginia, 1950 as amended, to § 4 VAC 25-150 et seq., Gas and Oil Regulations and to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time; and (3) the rights, interests and estates in and to the Conventional Gas in Subject Drilling Unit including those of the known and unknown persons listed on Exhibit B, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, leased or unleased, be and hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands.

Subject Formations

Surface to
total depth
drilled of
of 5,030 feet
for the
Devonian Shales,
including, but
not limited to
the Salt Sands
Maxon, Little
Lime, Big Lime,
Weir, Berea,
Cleveland, Lower
Huron, and Java,
formations

Unit Size

An approximately 112.69 acre circular drilling unit Permitted Well Location

CNR 24068 (See Exhibit A) Field and Well Classification

No applicable field rules; subject to the statewide spacing requirements of Va. Code § 45.1-361.17

For the Subject Drilling Unit underlying and comprised of the Subject Land Served by Well No. CNR 24068

Buchanan County, Virginia

Exhibit B has not heretofore reached a voluntary agreement to share in the operation of the well to be located in Subject Drilling Unit at a rate of payment mutually agreed to by said Gas owner and the Operator, then, such person may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 herein to the designated Unit Operator at the address shown below within thirty (30) days from the date this Order is recorded in the county above named. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed his written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

#### 9. Election Options:

Option 1 - To Participate In The Development and Operation of the Drilling Unit: Any Gas owner named in Exhibit B who has not reached a voluntary agreement with the Operator may elect to participate in the Well Development and Operation on the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs, including a reasonable supervision fee, of the Well Development and Operation, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed for Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs as set forth below to the Unit Operator

within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Completion-for-Production Costs for the Subject Drilling Unit are as follows:

Estimated, Completed-for-Production Costs: (Multiple Completion)

\$271,477.00

Option 2 - To Receive A Cash Bonus Consideration: In lieu of 9.2 participating in the Well Development and Operation of Subject Drilling Unit under Paragraph 9.1 above, any Gas owner named in Exhibit B who has not reached a voluntary agreement with the Operator may elect to accept a cash bonus consideration of \$5.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any Well Development and Operation covered by this Order multiplied by the Gas owner's percentage Interest Within Unit as set forth in Exhibit B (for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said Gas owner. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing Gas owner in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

The election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well Development and Operation covered hereby and such electing person shall be deemed to and hereby does lease and assign its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator.

9.3. Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well Development and Operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash

bonus consideration under Paragraph 9.2 above, any gas owner named in Exhibit B, who has not reached a voluntary agreement with the Operator may elect to share in the Well Development and Operation of Subject Drilling Unit on a carried basis (as a "Carried Well Operator"] so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development.

The election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator for the period of time during which his interest is carried as above provided prior to its reversion back to such electing person.

fails to do so within the time, in the manner, and in accordance with the terms of this Order one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well Development and Operation in Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned his right, interests, and claims in and to Gas in the Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

- Default By Participating Person: In the event a person so entitled elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.
- 12. Assignment of Interest: In the event a person pooled hereby is unable to reach a voluntary agreement to share in the operation of the well contemplated by this Order at a rate of payment agreed to mutually by said Gas owner and the Unit Operator, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well Development and Operation in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator such person's right, interests, and claims in and to said well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.
- 13. Unit Operator (or Operator): Columbia Natural Resources, Inc. be and hereby is designated as Unit Operator authorized to drill and operate Well No. CNR 24068 in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code § 45.1-361.27 et seq., §§ 4 VAC 25-150 et seq., Gas and Oil Regulations and §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

Columbia Natural Resources, Inc. 900 Pennsylvania Avenue P.O. Box6070 Charleston, WV 25302 Phone: (304) 353-5000 Attention: Mary Ann Fox, Regulatory

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the well covered hereby within seven hundred and thirty (730) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums becoming payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which the well covered by this Order is permanently abandoned and plugged. However, in the

event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the final Order of the Circuit Court shall be excluded in calculating the two year period referenced herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating the well covered hereby has been paid the full amounts due under the terms of this Order.

#### 16. Escrow Provisions:

16.1 Escrow Account: Applicant has represented to the Board that there are no unknown and/or unlocatable Gas owners within Subject Drilling Unit whose interests are subject to the escrow requirements of Paragraph 16.2 below. Therefore, unless and until otherwise ordered by the Board, the Escrow Agent is not required to establish an escrow account (herein "Escrow Account") pursuant to Paragraphs 16.2 below.

First Union National Bank Corporate Trust PA1328 123 South Broad Street Philadelphia, PA 19109-1199 Telephone: (215) 985-3485 or (888) 396-0853 Attention: Don Ballinghoff

- 16.2 Escrow Provisions for Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Va. Code § 45.1-361.21.D, be deposited by the Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to order of the Board in accordance with Va. Code § 45.1-361.21.D.
- 17. Special Findings: The Board specifically and specially finds:
- 17.1 Applicant claims ownership of Gas leases on 99.32 percent of Subject Drilling Unit and the right to explore for, develop and produce Gas from same.
- 17.2 Applicant is an operator in the Commonwealth of Virginia and has satisfied the Board's requirements for operations in Virginia;

- 17.3 Applicant has proposed the drilling of Well No. CNR 24068 to a depth of 5,030 feet on the Subject Drilling Unit at the location depicted in Exhibit A to develop the pool of Gas in Subject Formations.
- 17.4 Applicant proposes to complete and operate Well CNR 24068 for the purpose of producing Conventional Gas and has filed an application with the Department of Mines, Minerals and Energy's Division of Gas and Oil seeking a permit for said well.
- 17.5 Set forth in Exhibit B is the name and last known address of each person of record identified by the Applicant as Gas owners within Subject Drilling Unit, including those persons who have not reached a voluntary agreement to share in the operation of Well CNR 24068 at a rate of payment agreed to mutually by said gas and oil owners and the Unit Operator. Gas interests unleased to the Unit Operator represent 0.68 percent of Subject Drilling Unit.
- 17.6 The estimated production over the life of the proposed well is 450 million cubic feet.
- 17.7 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in the well covered hereby are those options provided in Paragraph 9 above.
- 17.8 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce Gas.
- 17.9 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person in the Subject Drilling Unit the opportunity to recover or receive, without unnecessary expense, each person's just and fair share of the production of the gas and/or oil from Subject Drilling Unit. The granting of the Applications and relief requested therein will ensure to the extent possible the greatest ultimate recovery of gas and oil, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.
- 18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of receipt of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of receipt of this Order to each person pooled by this Order whose address is known.
- 19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).
- 20. <u>Conclusion</u>: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.

	BOOK 518 PAGE DU	$^{4}$
Va. Code Ann. § 45.1-36 Board may be appealed to taken in the manner preso	1.9 which provides than the appropriate circucribed in the Administr	e governed by the provisions of t any order or decision of the it court. Such appeals must be ative Process Act, Va. Code Ann. the Virginia Supreme Court.
22. <u>Effective Date</u> execution.	te: This Order shall	be effective on the date of its
DONE AND EXECUTED majority of the Virginia	this 29 day of Gas and Oil Board.	fann, 2001, by a
		I have it

DONE AND PERFORMED this 30th day of funday, 2001, by Order of this Board.

Principal Executive to the Staff Virginia Gas and Oil Board

Chairman, Bengy R. Wampler

STATE OF VIRGINIA COUNTY OF WISE

Acknowledged on this 29th day of January, 2001, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

> Susan & Sanet Notary Public

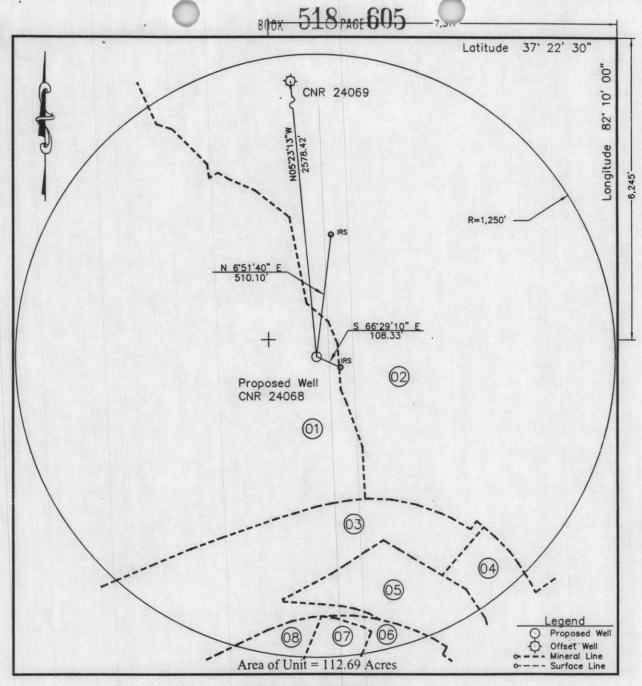
My commission expires July 31, 2002

STATE OF VIRGINIA COUNTY OF WASHINGTON

Acknowledged on this 29 day of \_\_\_\_\_\_\_\_, 2001, personally before me a notary public in and for the Commonwealth of Virginia, appeared B. lanuary, 2001, personally R. Wilson, being duly sworn did depose and say that he is Principal that he executed the same and was authorized to do so.

Notary Public

My commission expires September 30, 2001



#### WELL LOCATION PLAT

	: Columbia Natural IMBER: Big Sandy			NAME OR N		24068	
DISTRICT:							
	ORDINATES (VIRO						
G.P.S. Obs	N: 1,290.38 servation from B316	METHOD Benchmark	USED TO I	DETERMINE E	LEVATION:		
COLDITY	D 1	SCALL	- 1" - 400'	DATE	12 21 00	444	******
COUNTY:	Buchanan			DATE:	12-21-00	N. DI- REIE	LTH ON THE
THIS PLAT	IS A NEW PLAT	X; AN UPDA	ED PLAT_	; OR A FIN	IAL LOCATIO	NPINA	- 1
+	Denotes the location of latitude and longitude li					* 3/1/A	Wellen ?
						GREGOR'	LEE MULLINS >
Form DGO-GO-7 Rev 1/98		Licensed Land Surveyor (Affix Seal)				002066	
						MANUAL AND	SURVICE

#### SUPPLEMENT FOR FORM DGO-GO-7

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- O1)

  Big Sandy Coal Corp. Tr.
  152.69 Acres
  Big Sandy Coal Corp. coal, oil, & gas
  Rapoca Energy Co. coal lessee
  Wellmore Coal Co./ Black Diamond Company surface
  Gas 43.72 Ac. 38.80%
- O2)
  Big Sandy Coal Corp. Tr.
  234.66 Acres
  Big Sandy Coal Corp. coal, oil, & gas
  Rapoca Energy Co. coal lessee
  Leviso Land Co. surface
  Gas 51.99 Ac. 46.14%

. . . .

- Blackwatch Coal Co. LLC.

  9.89 Acres
  Blackwatch Coal Co. LLC. coal, oil, & gas
  Gas 9.89 Ac. 8.78%
- Wellmore Coal Company/ Black Diamond Company
  45.62 Acres
  Wellmore Coal Company/ Black Diamond Company coal, oil, & gas
  Gas 1.38 Ac. 1.22%
- United Central Industrial Supply Company
  5.39 Acres
  United Central Industrial Supply Company coal, oil, & gas
  Gas 3.57 Ac. 3.17%
- Big Sandy Coal Corp. Tr.
  35.82 Acres
  Big Sandy Coal Corp. coal, oil, & gas
  Rapoca Energy Co. coal lessee
  Gas .60 Ac. .53%
- O7) School Board of Buchanan County
  2.75 Acres
  School Board of Buchanan County— coal, oil, & gas
  Gas .77 Ac. .68%
- Big Sandy Coal Corp. Tr.
  34.42 Acres
  Big Sandy Coal Corp. coal, oil, & gas
  Rapoca Energy Co. coal lessee
  School Board of Buchanan County Surface
  Gas .77 Ac. .68%

# EXHIBIT "B" Well No. 24068 VGOB 00/11/21-0845 Revised 1/15/01

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TRACT	LESSOR	LEASE STATUS	INTEREST WITHIN UNIT	GROSS ACREAGE IN UNIT
1	Big Sandy Coal Corp. c/o Hess, Stewart & Campbell Box 1060 Huntington, WV 25713-1060	Leased 1047353	38.800000%	43.7200
2	Big Sandy Coal Corp. c/o Hess, Stewart & Campbell Box 1060 Huntington, WV 25713-1060	Leased 1047353	46.140000%	51.9900
3	Blackwatch Coal Co. LLC P O Box 901 Grundy, VA 24614	Leased	8.780000%	9.8900
4	Wellmore Coal Company P O Box 901 Grundy, VA 24614	Leased	1.220000%	1.3800
5	United Central Industrial Supply Co. P O Box 8300 Bristol, VA 24203	Leased 1219259	3.170000%	3.5700
6	Big Sandy Coal Corp. c/o Hess, Stewart & Campbell Box 1060 Huntington, WV 25713-1060	Leased 1047353	0.530000%	0.6000
7	Buchanan County School Board c/o Dr. Bob Gillespie Route 83, Slate Creek Road Grundy, VA 24614	Unleased	0.680000%	0.7700
8	Big Sandy Coal Corp. c/o Hess, Stewart & Campbell Box 1060 Huntington, WV 25713-1060	Leased 1047353	0.680000%	0.7700
	TOTAL GAS ESTATE		100.000000%	112.6900
	Total Percentage Leased Total Percentage Unleased		99.320000% 0.680000%	
	Total Acreage Leased Total Acreage Unleased		m	112.0100 0.6800

VIRGINIA: In the Clerk's Office of the Circuit Court of Buchanan County. The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record that day of M. Deed Book No.

Deed Book No.

Returned this date, to:

TESTE:

TES